MICROSOFT OEM SYSTEM BUILDER LICENSE
(Visit www.microsoft.com/oem for additional OEM System Builder information)

1. **Definitions.**
   a. "Customer System" means a fully assembled computer system that includes a CPU, a motherboard, a power supply, an internally mounted NAND or revolving magnetic-based hard drive, and a case.
   b. "Distribution" and "distribute" mean the point in time when a Customer System leaves your control.
   c. "Hardware" means the Microsoft hardware included in the Pack. A unit of Hardware includes any software and end user documentation that may be included in the Pack.
   d. "OPK" means the OEM preinstallation kit provided by Microsoft that includes installation instructions, utilities and tools for preinstalling the Software.
   e. "Pack" means this package of Microsoft Software or Hardware.
   f. "Software" means the Microsoft software inside the Pack. A unit of Software includes any software media, documentation, certificate of authenticity ("COA") label, end user license terms and security devices.
2. **Authorized Distribution and Acceptance.** To distribute the Software or Hardware in this Pack, you must be a System Builder and accept this license. "System Builder" means an original equipment manufacturer, an assembler, a refurbisher, or a software pre-installer that sells the Customer System(s) to a third party. You accept this license when you open this Pack. If you choose not to accept this license, promptly return the unopened Pack to your distributor. You may only distribute unopened Packs within your territory. For the territory in which you may distribute, see www. microsoft.com/oem/sblicense/territory. Individual Software or Hardware units may not be returned after the Pack is opened.
3. **Parties.** Microsoft Licensing, GP ("MLGP"), a general partnership organized under the laws of the State of Nevada, grants this license to you. However, if you are located in Europe, the Middle East or Africa, then this license is granted by Microsoft Ireland Operations Limited ("MIOL"), a company organized under the laws of Ireland. The terms "we," "our," "us" or "Microsoft" mean either MLGP or MIOL.
4. **Limited License.** If you comply with the terms of this license, Microsoft grants you a limited license to distribute the Software or Hardware. Except as granted in this license, you may not use, run, copy, modify, display, distribute, repackage or reassemble the Software, Hardware, OPK or any part of them. You may not reverse engineer, decompile, or disassemble the Software, Hardware or OPK, except to the extent expressly permitted by this license or by applicable law notwithstanding this prohibition. All rights not expressly granted are reserved.
5. **Distribution.**
   a. Software Preinstallation.
      i. For each unit of Software in the Pack, you must pre-install one copy of the Software on a Customer System prior to distribution. If the Software includes more than one language version, you must install only one language version.
      ii. For such pre-installation, you must use the OPK provided in the Pack or otherwise made available by us. You may use the information, tools and materials contained in the OPK solely to preinstall the Software in accordance with the OPK. See www.microsoft.com/oem/sblicense/OPK for additional information about the OPK. You may not distribute the OPK to the end user.
      iii. See http://oem.microsoft.com/starter for additional hardware requirements when pre-installing Microsoft Windows XP Starter Edition or Windows Vista Starter Edition.
      iv. This preinstallation requirement does not apply to server Software. Instead, server Software may be distributed inside the Customer System package
   b. End User License Terms. You must distribute the Software pursuant to the end user license terms ("License Terms") that accompany it. Under the License Terms, you are the licensor.
   c. Hardware. You must distribute each Hardware unit with either a Customer System, or another non-Microsoft computer hardware component. If you distribute a Hardware unit with a Customer System, you must preinstall any associated software drivers and programs provided to you in the Pack. Before you distribute the Hardware, you must test it to ensure that the Hardware functions properly with the Customer System. Microsoft makes no warranty or representation regarding the Hardware's compliance with any federal, state or local laws or regulations relating to computing devices or products sold to the public.
6. **Certificate of Authenticity (COA) Label.** If this Pack contains a Microsoft operating system and you pre-install it, then you must affix the COA on the front, top, side or back of the Customer System case. If the Customer System is a laptop or tablet PC, the COA must be affixed to the bottom of the Customer System. If a portable Customer System includes a vanity case or "skin" that can be removed and easily replaced with another case or skin by the end user in the normal course of use, then you may affix the COA directly on the bottom of the Customer System under the vanity case or "skin." In that case, you must print "Microsoft COA and Product Key are located under this removable covering" on the outside of each vanity case or "skin" distributed with the Customer System. You may replace "removable covering" with a more specific word or term that clearly references the vanity case or "skin."

7. **End User Support.** You must provide end user support for the Software or Hardware. You will provide support under terms at least as favorable to the end user as the terms that you provide to support any Customer System. At a minimum, you will provide commercially reasonable telephone support.
8. **Disclaimer of All Warranties. The Software or Hardware is licensed "as-is." You bear the risk of using and distributing the Software or Hardware. Unless required by applicable law, Microsoft gives no express warranties, guarantees or conditions. To the extent permitted under applicable laws, Microsoft excludes the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.**
9. **Limitation of Liability.** Your and our total liability for direct damages under this license is limited to 100% of the amount that you actually paid for the Pack. Microsoft disclaims all liability for lost profits, indirect, consequential, incidental, economic, special or punitive damages. The limitations in this section apply to the Software or Hardware, and claims for breach of contract, breach of warranty or condition, strict liability or negligence or other tort. The limitations also apply even if you are not fully compensated for any losses, or Microsoft knew or should have known about the possibility of damages. You also release Microsoft from all liability in excess of the limits in this provision. This release includes any claim for indemnification or contribution even if such claims arise under local law. The limitations in this section do not apply to your violation of Microsoft intellectual property rights.
10. **Export Restrictions.**
    The Software or Hardware in this Pack is subject to U.S. and international export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software or Hardware. These laws include restrictions on destinations, end users and end use. See http://www.microsoft.com/exporting/ for more information
11. **Anti-Piracy.** You must not engage in the distribution of pirated software or hardware.
12. **Activation.** Use of the Software in the Pack may be limited to the first 30 days after the end user first launches the software, unless the end user activates the software, as described during the launch of the software. You must provide the following or substantially similar notice in a clear and conspicuous manner to end users prior to their acquiring this software:
    Certain Microsoft® software products included with this computer may use technological measures for copy protection. In that event, you will not be able to use the product if you do not fully comply with the product activation procedures. Product activation procedures and Microsoft's privacy policy will be detailed during initial launch of the product, or upon certain reinstallations of the software products or reconfigurations of this computer, and may be completed by internet or telephone (toll charges may apply).
13. **Compensation.** Unless otherwise authorized by Microsoft, you will not advertise, give a separate price for, or otherwise market or distribute the Software as separate from a Customer System. However, you may compensate end users for Software or Hardware returned to you under the License Terms.
14. **Taxes and Other Charges Excluded.** You are responsible for any taxes, duties, fees, excises or tariffs imposed on any of your activities in connection with this license. You must pay these charges, taxes and other fees.
15. **Severability.** If a court of competent jurisdiction finds any provision of this license to be illegal, invalid or unenforceable, the remaining terms will remain in full force and effect.
16. **Governing Law.** If MLGP grants this license to you (see section 3 above), this license is governed by the laws of the State of Washington, U.S.A. If MIOL grants this license to you, this license is governed by the laws of Ireland.
17. **UN Convention.** The United Nations Convention on Contracts for the International Sale of Goods does not apply to this license.
18. **Non-exclusivity.** Nothing in this license restricts you from supporting, promoting, distributing, or using non-Microsoft software or hardware.
19. **Assignment.** Microsoft may assign this license to an affiliated company at any time.
20. **Technology Transfer.** This license does not create a "technology transfer" agreement, as defined by applicable law because (a) the technology (including any software) made available under this license is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. You will not hold yourself out as our technology recipient and will not attempt to identify us as a technology provider under this license.

Part No. X14-34443

Microsoft